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BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268–0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE
CONTRACT 141 (MC2020–93)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2020-92

USPS NOTICE OF AMENDMENT TO PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE CONTRACT 141, FILED UNDER SEAL

(August 12, 2020)

The Postal Service hereby provides notice that the terms of Priority Mail & First-Class Package Service Contract 141, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail & First-Class Package Service Contract 141 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective three business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail & First-Class Package Service Contract 141. Therefore, the supporting financial documentation and financial certification initially filed in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

475 L'Enfant Plaza, SW Washington, D.C. 20260-1137 (202) 268-8405 <u>Sean.C.Robinson@usps.gov</u> August 12, 2020

ATTACHMENT A

REDACTED AMENDMENT TO

PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE CONTRACT 141

AMENDMENT #1 OF SHIPPING SERVICES CONTRACT BETWEEN THE UNITED STATES POSTAL SERVICE

REGARDING PRIORITY MAIL AND FIRST-CLASS PACKAGE SERVICE

AND

WHEREAS, the United States Postal Service (the "Postal Service") and

("Customer") entered into a Shipping Services Contract, Priority Mail and
First-Class Package Service Contract 141/Docket No. CP2020-92, regarding Priority Mail and
First-Class Package Service on December 19, 2019.

WHEREAS, the Parties desire to amend the terms in Sections I.D, I.F.3 and V of the Contract.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective three (3) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Sections I.D, I.F.3 and V, in their entirety, as follows.]

I. Terms

D. Customer will manifest Contract Packages as specified by the Postal Service, using a separate permit number to ship such packages, and will use the Electronic Verification System ("eVS"), successor eVS system or other approved payment method directly with the Postal Service (without intermediaries or Third Party Payment vendors). For avoidance of doubt, Customer's packages shipped using a different pay method are not covered by this Contract and will not receive Contract Prices in this Contract. The parties have mutually agreed to specific shipping locations from where Contract Packages must originate, along with the associated Customer Registration ID, Mailer ID and Payment Method information required for each shipping location, provided that dropshipping, as may be approved by the Postal Service, may originate from other locations. Contract pricing for any newly approved payment methods will be effective within fifteen (15) business days after the Postal Service receives written notification from Customer. Only Priority Mail Contract Packages, plus Customer's other Priority Mail packages ("Total PM Packages"), and First-Class Package Service – Commercial Contract Packages, plus Customer's other First-Class Package Service packages ("Total FCPS Packages"), shipped from authorized permits shall count toward the

volume commitments expressed in Sections I.F.2 and I.F.3, including Tables B and C, and Section I.G below.

F. [Unchanged.]

- 1. [Unchanged.]
- 2. [Unchanged.]
- 3. Tier threshold (Total FCPS Packages). As outlined in Table D below and excluding the Implementation Period, as described in Section I.G.1 below, the following quarterly average volumes for Total FCPS Packages must be met in order to achieve the applicable First-Class Package Service Contract Package discounts in Section I.I, and Tables 6 through 10 below. If Customer fails to meet the minimum Total FCPS Package Commitment for Tier 1 discounts, the Postal Service in its sole discretion reserves the right to revert Customer to the most current First-Class Package Service Commercial prices in the subsequent Contract Quarter.

V. Appeals

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal via email, along with any and all supporting documentation, within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to:

The appeal is forwarded to the Pricing and Classification Service Center (PCSC). The PCSC manager issues the final agency decision. Any decision that is not appealed as prescribed becomes the final agency decision.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

| UNITE | ED STA DocuSigned by: VICE | |
|---------|---|--|
| | ED STA Docusigned by: VICE Timothy Costello by: 9AD5FB40E84B419 | |
| | Name: Timothy R. Costello | |
| Title:\ | Vice President Sales | |
| Date: | 8/7/2020 | |

